

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** Redwood Road Transportation Study Interlocal Agreement.

**SUMMARY:** Discuss an interlocal agreement between West Jordan City and Utah Transit Authority, Salt Lake City, West Valley City, South Jordan City, Salt Lake County, City of Taylorsville, Sandy City, Utah Department of Transportation and the Wasatch Front Regional Council for a study entitled "The Redwood Road Transportation Study."

**FISCAL IMPACT:** \$35,000.00

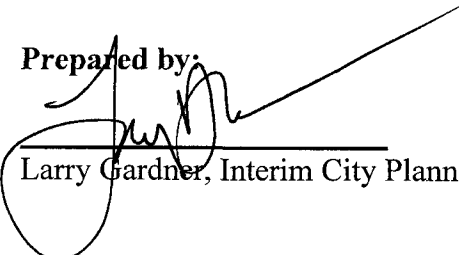
**STAFF RECOMMENDATION:** Staff recommends that the City Council discuss the Redwood Road Transportation Study Interlocal agreement as a business item and determine if participation is in the best interest of the City.

**MOTION RECOMMENDED:**

"I move that the Redwood Road Transportation Study Interlocal Agreement between West Jordan City and Utah Transit Authority, Salt Lake City, West Valley City, South Jordan City, Salt Lake County, City of Taylorsville, Sandy City, Utah Department of Transportation and the Wasatch Front Regional Council for the Redwood Road Transportation Study be placed on a future City Council agenda for consideration."

***Roll Call vote required***

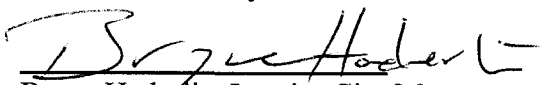
**Prepared by:**

  
Larry Gardner, Interim City Planner

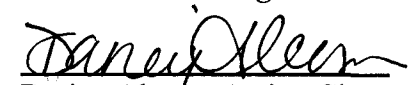
**Reviewed by/Concur with:**

  
David Oka, Development Director

**Recommended by:**

  
Bryce Haderlie, Interim City Manager

**Reviewed as to legal form:**

  
Darien Alcorn, Acting City Attorney

**BACKGROUND DISCUSSION:**

The agreement before the City Council is for discussion only. The item is to determine if the City Council wishes to participate in the Redwood Corridor feasibility study from North Temple to 11400 South. The study's intent is to provide important and useful information concerning the Redwood Road Corridor which should help the City in making decisions regarding the corridor. The agreement will be to share in the costs of the study between West Jordan City and nine other municipalities, authorities and agencies. The City's portion of the costs relevant to this agreement will be \$35,000.00. The attached agreement is currently incomplete and lacking some relevant information. If the City Council desires the item will be brought back to a future meeting for consideration and approval when the interlocal agreement document is complete and approved by Staff.

## **REDWOOD ROAD TRANSPORTATION STUDY INTERLOCAL AGREEMENT**

This Redwood Road Transportation Study Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), Salt Lake City Corporation ("SLC"), West Valley City ("WVC"), City of Taylorsville ("Taylorsville"), the city of West Jordan ("WJ"), South Jordan City ("SJ"), Salt Lake County ("SL County"), Sandy City ("Sandy"), the Utah Department of Transportation ("UDOT"), and Wasatch Front Regional Council ("WFRC"). UTA, SLC, WVC, Taylorsville, WJ, SJ, SL County, Sandy, UDOT and WFRC are hereinafter collectively referred to as "Parties" and each may be referred to individually as "Party," all as governed by the context in which such words are used.

### **RECITALS**

WHEREAS, the Parties support the goals of partnering toward increasing the quality of life for residents along the Wasatch Front, in part through analysis of transportation projects that will help meet the needs of the parties; and

WHEREAS, each of the Parties desires to contribute funds to facilitate completion of a feasibility study of the area from North Temple to 11400 South along Redwood Road (the "Project"); and

WHEREAS, completion of the Project will serve the public interest by providing important information to assist the Parties in decision-making along the Project study area.

### **AGREEMENT**

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. This Agreement outlines the terms and conditions pursuant to which the Parties will cooperate to procure a consultant to complete the Project, as more fully described in the Scope of Work, attached hereto as Exhibit "A" and by this reference made a part hereof.

2. Funds. Each of the Parties agree to contribute funds necessary to complete the Project, as follows:

UTA	\$ _____
SLC	\$35,000
WVC	\$ _____
Taylorsville	\$35,000

WJ	\$ _____
SJ	\$35,000
SL County	\$35,000
Sandy	\$10,000
UDOT	\$70,000
WFRC	\$15,000 in-kind

Unless specifically agreed to in writing, no Party will be required to contribute additional funds hereunder.

3. Delivery of Funds. Within 30 days from the execution of this Agreement, each of the Parties hereto shall deliver to UTA the funds described in paragraph 2 above. UTA shall manage payment to the selected consultant in accordance with the contract.

4. Representatives. UTA will serve as the lead agency for the Project, and will exercise contracting authority over the consultant selected to complete the Project (the "Consultant"). UTA's Project Manager will be Brianne Emery. UTA's Project Manager will provide each of the Parties with regular reports of progress and expenditures. The parties will designate a representative to attend any Project management meeting. The representative of each Party together constitute the Project Steering Committee. The representative of each Party is as follows:

UTA	Brianne Emery
SLC	Alexis Verson
WVC	_____
Taylorsville	_____
WJ	_____
SJ	Jake Warner
SL County	Wilf Sommerkorn
Sandy	Ryan Kump
UDOT	Danny Page
WFRC	Scott Festin

In the event UTA's Project Manager, or any of the representatives determine that comments or decisions are necessary regarding the progress of the Project or any deliverables of the Consultant, the Project Steering Committee will hold a Project management meeting, and each representative will have an equal vote in making such decision.

5. Policy Committee. Each Party will appoint one member to a Policy Committee for the Project. The Policy Committee will focus on the overall results and conduct of the Project, and will address any disputes among the Parties involving the Project. All actions of the Policy Committee shall be taken by majority vote at a regularly scheduled meeting with a quorum of members present. Each Project Policy Committee member may designate one alternate member to attend Policy Committee meetings provided, however, that each member will exercise only one vote at a Policy Committee meeting. All members of the Policy Committee shall be equal in authority. The Policy Committee will meet quarterly or as necessary. The initial representatives of the Policy Committee are as follows:

UTA	Hal Johnson
SLC	Cris Jones
WVC	_____
Taylorsville	_____
WJ	_____
SJ	Brian Preece
SL County	Carlton Christensen
Sandy	Ryan Kump
UDOT	Nathan Lee
WFRC	Ned Hacker

6. Procurement. Selection of the Consultant for the Project shall be completed by public procurement process in accordance with, and as required by, appropriate Federal and State procurement law. UTA shall prepare and release the request for proposals. The Project Steering Committee will review proposals by qualified firms and select a single Consultant to complete the Project. The Consultant will be selected pursuant to the qualifications-based process outlined in the procurement documents. Following negotiations and upon approval of a Consultant contract (the "Contract") by the Project Steering Committee, UTA will enter into the contract with the selected Consultant. Unless otherwise agreed to by all Parties, the contract will contain a not-to-exceed amount that is within the total project budget described above.

7. Amendment, Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by the Parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.

8. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by the Parties.

9. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.

10. Governmental Immunity. With the exception of WFRC, each Party is a governmental entity for purposes of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G, Chapter 7. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. No Party waives any defenses otherwise available under the Governmental Immunity Act.

11. Authority. The individuals executing this Agreement each represent and warrant (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained

all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

12. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Signature Page for Redwood Road Transportation Study Interlocal Agreement

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
UTA Legal Counsel

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SALT LAKE CITY CORPORATION,  
a Utah municipal corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to Form

\_\_\_\_\_  
City Attorney



Signature Page for Redwood Road Transportation Study Interlocal Agreement

WEST VALLEY CITY

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

CITY OF TAYLORSVILLE

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

WEST JORDAN

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SOUTH JORDAN CITY

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SALT LAKE COUNTY

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
County Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

SANDY CITY

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
City Attorney

Signature Page for Redwood Road Transportation Study Interlocal Agreement

UTAH DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Assistant Attorney General

Signature Page for Redwood Road Transportation Study Interlocal Agreement

WASATCH FRONT REGIONAL COUNSEL

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved as to Form

\_\_\_\_\_



## EXHIBIT “A”

### Scope of Work



**City of West Jordan**  
8000 South Redwood Road  
West Jordan, Utah 84088  
(801) 569-5100  
Fax (801) 563-4716

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June 13, 2012

Andrew Gruber, Executive Director  
Wasatch Front Regional Council  
295 North Jimmy Doolittle Road  
Salt Lake City, UT 84116

Subject: Redwood Corridor Study – Intention of Partner Agencies

Dear Mr. Gruber:

This is in response to your discussion draft letter dated April 11<sup>th</sup>. The purpose of this letter is to convey City interest in participating in the Redwood Corridor Study. Since Summer 2011, we understand a working group of planners and engineers from each of the corridor cities, Salt Lake County, UDOT, UTA, WFRC, and FHWA have met and outlined a study for the future of the Redwood Corridor, a major transportation facility in Salt Lake County.

We further understand the Redwood Corridor Study proposes to combine the resources of UTA, UDOT, WFRC, and the communities within the Redwood Corridor, including private sector partners and that data collection and consultant selection will occur in winter 2012. Thank you for the study cost allocations and study area map.

We understand the Transit Element of the Regional Transportation Plan includes a BRT that connects Downtown Salt Lake, operates on Redwood Road and connects to the FrontRunner and TRAX Blue Line in southern Salt Lake County. This BRT is also planned to intersect with the Red line at the Redwood Station. The next step in the process to pursue this project is to perform a Feasibility Study or Alternatives Analysis. The Redwood Corridor proposes a Transit Feasibility Study rather than the more costly Federal Alternatives Analysis. Among the major objectives of this Feasibility Study is to assess what transit technology, alignment, right-of-way configuration, general station location, and construction phasing strategies are most feasible in the corridor. The steps after project planning are to complete an environmental impact analysis and do preliminary engineering/design.

The Redwood Corridor Study is estimated to cost approximately \$700,000. The total study costs are based upon \$400,000 for a transit feasibility study, \$200,000 for a 'Life on Redwood-Plus' study, and \$100,000 for a road project refinement study. Discussions with many of the agency and jurisdictional representatives in the working

group have revolved around a \$170,000 contribution from UTA, \$90,000 in cash and in-kind contributions from WFRC, \$50,000 from UDOT, \$30,000 from Salt Lake County, and in-kind contributions from all partners in data collection and facilitation of public outreach. It is also proposed that each of the Cities contribute \$35,000 if they are a primary beneficiary from the Study or \$10,000 if they are a secondary beneficiary as portrayed in the chart attached. Contributors may split their contributions between budget years if necessary.

On May 23<sup>rd</sup> the West Jordan city Council met to discuss the proposed plan. We appreciate the attendance of Greg Scott at that meeting to answer questions. The City Council agreed to participate fully, and to actively pursue the interests of our City and the interests of the Region through this 'Life on Redwood' Study, but we are holding off committing any funding until we see the scope of the project. The interests of the City are focused on facilitating economic development as the first priority.

It is also recommended that 25% of the contribution be made in the coming year and 75% in the year thereafter.

We understand there are many details to coordinate before we can begin the study. Please contact the City through Tom Burdett and Greg Mikolash with a scope of work for review and approval by City Council

Sincerely,

A handwritten signature in black ink, appearing to read 'Melissa K. Johnson', written in a cursive style.

Melissa K. Johnson, Mayor

# ATTACHMENT 1

## FUNDING REQUEST

CITY/AGENCY	ALLOCATED COST
Salt Lake City	\$35,000
West Valley City	\$35,000
Taylorsville	\$35,000
West Jordan	\$35,000
South Jordan	\$35,000
Riverton	\$35,000
Sandy	\$10,000
Draper	\$10,000
Bluffdale	\$10,000
Herriman	\$10,000
UTA	\$170,000
WFRC	\$30,000
UDOT	\$50,000
Salt Lake County	\$30,000
<b>Sub-total Cash Contributions</b>	<b>\$530,000</b>
60% of Data Collection/GIS (Cities, UDOT, UTA)	\$40,000
80% of Regional Travel Modeling (WFRC)	\$60,000
50% of Public Involvement (Cities, UDOT, UTA)	\$70,000
<b>Sub-total In-kind contributions</b>	<b>\$165,000</b>
<b>APPROXIMATE TOTAL</b>	<b>\$700,000</b>

# ATTACHMENT 2

## FUNDING REQUEST

TO BE ATTACHED TO FINAL DRAFT